

**ACORD CERTIFICATE OF INSURANCE**DATE (MM/DD/YY)  
12/22/2003

PRODUCER Ameriplan Benefit Corporation...

PO Box 51148  
Knoxville, TN 37950

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A CHEROKEE INSURANCE COMPANY

COMPANY B GENERAL STAR INDEMNITY CO

COMPANY C

COMPANY D

## INSURED

SPECIALITY TRANSPORT, INC.  
DBA A J METLER HAULING & RIGGING  
2530 MITCHELL ST.  
KNOXVILLE TN 37917

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF THE INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL040004	01/01/2004	01/01/2005	GENERAL AGGREGATE \$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL, GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 0.00
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 0.00
	OWNER'S & CONT PROT				FACH OCCURRENCE \$ 2,000,000.00
					FIRE DAMAGE (Any one fire) \$ 0.00
					MFD EXP (Any one person) \$ 0.00
A	AUTOMOBILE LIABILITY	CA040008	01/01/2004	01/01/2005	COMBINED SINGLE LIMIT \$ 2,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ 0.00
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ 0.00
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$ 0.00
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$ 0.00
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$ 0.00
					EACH ACCIDENT \$ 0.00
	AGGREGATE \$ 0.00				
B	GARAGE LIABILITY	IXG389646	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 3,000,000.00
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$ 0.00
					\$ 0.00
					\$ 0.00
B	EXCESS LIABILITY	IXG389646	07/01/2003	07/01/2004	STATUTORY LIMITS \$ 0.00
	<input checked="" type="checkbox"/> UMBRELLA FORM				EACH ACCIDENT \$ 0.00
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				DISEASE - POLICY LIMIT \$ 0.00
					DISEASE - EACH EMPLOYEE \$ 0.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	MC040004	01/01/2004	01/01/2005	LIMIT: \$250,000
	<input type="checkbox"/> INCL				
	<input type="checkbox"/> EXCL				
A	OTHER CARGO	MC040004	01/01/2004	01/01/2005	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

POLLUTION LIABILITY IS INCLUDED  
FAX: 482-3678 ANN WEAVER

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Emmon W. Love (865)584-3655

DEBBIE FAX 588-1494

## INFORMATION PAGE

Insurer	Agent #	Policy Number
Cherokee Insurance Company (Incorporated Under the Laws of Michigan) 34 Mound Road Sterling Heights, Michigan 48310 (800) 201-0450	01	WC030060

Item 1.			
The Insured:	Specialty Transport, Inc. dba A.J. Metler Hauling and Rigging	FEIN#	62-1824354
Mailing Address:	2530 Mitchell Street Knoxville, Tennessee 37917		
Other Workplaces Not Shown Above:	None		
Insured Is:	Corporation		

Item 2.
Policy period is from 12:01 a.m. standard time from September 29, 2003 to September 29, 2004 at the insured's mailing address

Item 3.
A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: TN
B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
* Bodily Injury by Accident \$500,000 each accident
* Bodily Injury by Disease \$500,000 policy limit
* Bodily Injury by Disease \$500,000 each employee
C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: NONE
D. The policy includes these endorsements and schedules: #00001 #00002

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved  
OMB No. 2125-0074

Issued to Specialty Transport, Inc. dba A.I. Metler Hauling and Rigging 2530 Mitchell Street, Knoxville, TN, 37917  
34200 Mound Road

Dated at Sterling Heights, MI 48310 this 1 day of January 2004

Amending Policy No. CA040008 Effective Date 01/1/04

Name of Insurance Company Cherokee Insurance Company

Telephone Number ( 800 ) 201-0450 Countersigned by Mark J. D'Addabbo, President

Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒", for the limits shown:

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.  
☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution for the

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees

while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability, herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

These terms and conditions shall apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

# SCHEDULE OF LIMITS Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2, or 1.3 materials; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

**Note:** The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

# SCHEDULE OF LIMITS Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000



MCS-90

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Issued to Specialty Transport, Inc. DBA: A. J. Metler Hauling and Rigging of 2530 Mitchell St., Knoxville, TN 37917

Dated at Stamford, CT this 21<sup>st</sup> day of July, 2004

Amending Policy No. IXC389646A Effective Date 07/01/2004

Name of Insurance Company General Star Indemnity Company

Telephone Number (203) 328-5700

Countersigned by

*Joseph J. Hays*  
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by " ☒ ", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident.

☒ This insurance is excess and the company shall not be liable for amounts in excess of \$ 3,000,000 for each accident in excess of the underlying limit of \$ 2,000,000 for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: **(203) 328-5700**

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution for the

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon land, water, air, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which the endorsement is attached provides automobile liability and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsements is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information only.

**SCHEDULE OF LIMITS**  
**Public Liability**

Type of Carriage		Commodity Transported	Minimum Insurance
(1)	For-hire (in interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2)	For-hire and Private (in interstate, foreign, or intrastate commerce).	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	5,000,000
(3)	For-hire and Private (in interstate or foreign commerce: in any quantity) or (intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above and (4) below.	1,000,000
(4)	For-hire and Private (in interstate or foreign commerce).	Any quantity of Class A or B explosives, any quantity of poison gas (Poison A), or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	5,000,000

**Note:** The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.